

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in U.S. Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Levlad, LLC		03/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	201 Meritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	1166898	NATURE'S GATE
Registration Number:	1980339	SPRINGBROOK
Registration Number:	1289681	ALOEGEN
Registration Number:	1246795	LIP SERVICE
Registration Number:	1811785	BATH MOODS
Registration Number:	1929299	NO ANIMAL TESTING
Registration Number:	2232954	AQUABLOCK
Registration Number:	2500672	SAVE FACE
Registration Number:	3022644	SAVE FACE
Registration Number:	3002192	ORGANIC THERAPY
Registration Number:	3102332	NATURE'S GATE ORGANIC THERAPY
Registration Number:	3098660	HAVE A VINE DAY
Registration Number:	3268758	NATURE'S GATE ORGANICS FRUIT BLEND
Registration Number:	3098659	FORGET YOUR LINES

CH \$1015.00 1166898

**900156484**

**TRADEMARK  
 REEL: 004162 FRAME: 0673**

Registration Number:	3085962	C FOR YOURSELF
Registration Number:	3085964	OH WHAT A NIGHT
Registration Number:	3085963	LIGHT SWITCH
Registration Number:	3170056	IN THE BEGINNING
Registration Number:	3172505	NATURAL RESULTS
Registration Number:	3178540	REPLENIPLEX
Registration Number:	3232194	NATURE'S GATE ORGANICS ADVANCED CARE
Registration Number:	3320917	PRESENTO
Registration Number:	3600300	SICURO
Registration Number:	3320914	LABRINTO
Registration Number:	3277769	STRAIGHTEN UP AND LIE RIGHT
Registration Number:	3439053	RAINWATER
Registration Number:	3496903	RAINWATER
Registration Number:	3492319	TANAGEMENT
Registration Number:	3292037	IT'S SUNBEATABLE
Registration Number:	3292036	HAPPY GLOW LUCKY
Registration Number:	3292035	BE SOLECTIVE
Registration Number:	3292034	SUNDERCOVER
Registration Number:	3373914	TONE BACK THE CLOCK
Registration Number:	2743235	NATURE'S GATE ORGANICS
Registration Number:	2893961	ORGANIC SPA COLLECTION
Serial Number:	77121405	RAINWATER ORGANICS
Serial Number:	77428888	SUPPORT CLEAN WATER FOR ALL
Serial Number:	77484396	VEG OUT
Serial Number:	77733327	BERRY BLEND
Serial Number:	77771213	ANTIOXIDENTAL BLEND

**CORRESPONDENCE DATA**

Fax Number: (212)836-6337  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 16-06  
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER: 09798-0011

NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	03/08/2010
<b>Total Attachments: 8</b> source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page1.tif source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page2.tif source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page3.tif source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page4.tif source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page5.tif source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page6.tif source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page7.tif source=Executed Grant of Security Interest in U.S. Trademark Rights (Levlad)#page8.tif	

## GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by LEVLAD, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent (the "Agent") for GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (the "Administrative Agent"), and the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NATURAL PRODUCTS GROUP, INC., ARBONNE INTERMEDIATE HOLDCO, INC., a Delaware corporation, ARBONNE INTERNATIONAL, LLC, a Delaware limited liability company ("Arbonne"), the Grantor (together with Arbonne, the "Borrowers"), the Lenders, the Agent and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Issuing Lenders (as defined in the Credit Agreement) have severally agreed to make extensions of credit to the Borrowers, including the Grantor, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered a Guarantee and Collateral Agreement, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of the Grantor to the Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and Issuing Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor hereby agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I hereto), and (ii) the right to obtain all renewals thereof;

(b) any and all agreements granting any right in, to or under Trademarks to which the Grantor is a party (whether the Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

**SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

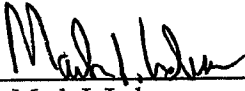
**SECTION 4. APPLICABLE LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

**SECTION 5. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized signatories as of the day and year first above written.

**LEVLAD, LLC**

By:   
Name: Mark I. Lehman  
Title: Chief Financial Officer

Accepted and Agreed:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Collateral Agent

By: \_\_\_\_\_

Name: BRIAN MINER

Title: DULY AUTHORIZED SIGNATORY

[Signature Page to Grant of Security Interest in U.S. Trademark Rights (Levlad)]

**TRADEMARK  
REEL: 004162 FRAME: 0679**

SCHEDULE I

See Attached



SCHEDULE I

**Levlad, LLC - U.S. Trademarks:**

OWNER	MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	JURISDICTION
Levlad, LLC	NATURE'S GATE AND DESIGN	1166898	73/208710	9/1/1981	United States
Levlad, LLC	SPRINGBROOK	1980339	74/372305	6/18/1996	United States
Levlad, LLC	ALOEGEN	1289681	73/388661	8/14/1984	United States
Levlad, LLC	LIP SERVICE	1246795	73/291400	8/2/1983	United States
Levlad, LLC	BATH MOODS	1811785	74/371130	12/21/1993	United States
Levlad, LLC	NO ANIMAL TESTING AND DESIGN	1929299	74/515622	10/24/1995	United States
Levlad, LLC	AQUA BLOCK	2232954	75/334309	3/16/1999	United States
Levlad, LLC	SAVE FACE AND DESIGN	2500672	75/535882	10/23/2001	United States
Levlad, LLC	SAVE FACE	3022644	76/608078	12/6/2005	United States
Levlad, LLC	ORGANIC THERAPY	3002192	76/185455	9/27/2005	United States
Levlad, LLC	NATURE'S GATE ORGANIC THERAPY	3102332	78/976772	6/6/2006	United States
Levlad, LLC	HAVE A VINE DAY	3098660	76/606355	5/30/2006	United States
Levlad, LLC	NATURE'S GATE ORGANICS FRUIT BLEND	3268758	76/586325	7/24/2007	United States
Levlad, LLC	FORGET YOUR LINES	3098659	76/606350	5/30/2006	United States

OWNER	MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	JURISDICTION
Levlad, LLC	C FOR YOURSELF	3085962	76/607207	4/25/2006	United States
Levlad, LLC	OH WHAT A NIGHT	3085964	76/607210	4/25/2006	United States
Levlad, LLC	LIGHT SWITCH	3085963	76/607209	4/25/2006	United States
Levlad, LLC	IN THE BEGINNING	3170056	78/648119	11/7/2006	United States
Levlad, LLC	NATURAL RESULTS	3172505	78/670637	11/14/2006	United States
Levlad, LLC	REPLENIPLEX	3178540	78/670860	11/28/2006	United States
Levlad, LLC	NATURE'S GATE ORGANICS ADVANCED CARE	3232194	76/653614	4/24/2007	United States
Levlad, LLC	PRESENTO	3320917	78/785620	10/23/200	United States
Levlad, LLC	SICURO	3600300	78/785676	3/31/2009	United States
Levlad, LLC	LABRINTO	3320914	78/785502	10/23/2007	United States
Levlad, LLC	STRAIGHTEN UP AND LIE RIGHT	3277769	78/796400	8/7/2007	United States
Levlad, LLC	RAINWATER	3439053	77/121390	6/3/2008	United States
Levlad, LLC	RAINWATER ORGANICS	N/A	77/121405	N/A	United States
Levlad, LLC	RAINWATER	3496903	77/306731	9/2/2008	United States
Levlad, LLC	TANAGEMENT	3492319	77/381557	8/26/2008	United States
Levlad, LLC	SUPPORT CLEAN WATER FOR ALL	N/A	77/428888	N/A	United States
Levlad, LLC	VEG OUT	N/A	77/484396	N/A	United States
Levlad, LLC	BERRY BLEND	N/A	77/733327	N/A	United States

OWNER	MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	JURISDICTION
Levlad, LLC	ANTIOXIDENTAL BLEND	N/A	77/771213	N/A	United States
Levlad, LLC	IT'S SUNBEATABLE	3292037	78/781181	N/A	United States
Levlad, LLC	HAPPY GLOW LUCKY	3292036	78/781135	N/A	United States
Levlad, LLC	BE SOLECTIVE	3292035	78/781116	N/A	United States
Levlad, LLC	SUNDERCOVER	3292034	78/781096	N/A	United States
Levlad, LLC	TONE BACK THE CLOCK	3373914	78/648101	N/A	United States
Levlad, LLC	NATURE'S GATE ORGANICS	2743235	76/185454	N/A	United States
Levlad, LLC	ORGANIC SPA COLLECTION	2893961	76/511726	N/A	United States